

Jon Webster (Cal. State Bar No. 138786)
Michael Devin (Cal. State Bar No. 107630)
THE LAW OFFICES OF JON WEBSTER
1985 Bonifacio Street, Suite 102
Concord, CA 94520-2264
Telephone: (925) 686-8790
Facsimile: (925) 686-8795

Attorneys for Plaintiff:
COURTNEY GORDON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

COURTNEY GORDON, an individual, on
behalf of herself and those similarly
situated,

Plaintiff-Petitioner,

v.

CITY OF OAKLAND, a Municipal
Corporation, and DOES 1 through 50,
inclusive,

Defendant-Respondent.

CASE NO. C 08-01543 WHA

**SECOND AMENDED COMPLAINT FOR
DECLARATORY RELIEF AND DAMAGES**

**VIOLATION OF THE FEDERAL LABOR
STANDARDS ACT [29 U.S.C. §§ 207,
207(o)]**

JURY TRIAL DEMANDED

JURISDICTION

1. Plaintiff-Petitioner, COURTNEY GORDON, brings this action against the Defendant-Respondent, CITY OF OAKLAND, (hereinafter “the City”) on behalf of herself and all those similarly situated, pursuant to Section 16(b) of the federal Fair Labor Standards Act (29 U.S.C. §§ 201, 216(b) et seq, hereinafter “FLSA”). As a consequence, this Court has original jurisdiction pursuant to 28 U.S.C. §1331.

VENUE

2. This Court is the proper venue in which to bring this action because the defendant employer, the City, is located in this District and all actions complained of occurred in this District.

FACTUAL ALLEGATIONS COMMON TO ALL CLASS MEMBERS

(California Requirements Governing Peace Officer Training)

3. Pursuant to California Penal Code, §§ 832.3, 832.4 and Title 11 Cal. Code Regs. §1005, anyone “who is first employed after January 1, 1975, shall successfully complete a course of training prescribed by the Commission on Peace Officer Standards and Training (“POST”) before exercising the powers of a peace officer, except while participating as a trainee in a supervised field training program approved by the Commission on Peace Officer Standards and Training.” After completing a POST certified police academy and the requisite field training program, the City generally awards a POST “Basic Certificate” that enables them to exercise peace office powers as provided by Cal. Penal Code, §830.1.

(The City of Oakland’s Training “Reimbursement” Policy)

4. The City continuously recruits U.S. citizens from around the country to fill open positions for Police Officer Trainee, (hereinafter “POT”). A POT is an employee of the City who is assigned to attend the Oakland Police Academy because they do not poses a “Basic Certificate” as required under California law.

5. To satisfy the requirements of Penal Code §§ 832.3, *et sea*, the City created its own police academy, staffed and operated by employees of the City; It is known as the Oakland Police Academy. A POT is paid to attend the Oakland Police Academy for a period of approximately twenty-six (26) weeks. After graduation, the POT is “promoted” to the position of Police Officer and is ordered to complete the required “Field Training Program” (“FTO”) as required by POST. After successfully completing the FTO program, the City typically authorizes POST to issue the individual their POST “Basic Certificate” that enables them to independently utilize their peace officer powers as accorded by Cal. Penal Code, § 830.1, *et seq.* Plaintiff contends that the police academy training was a cost incurred, “primarily for the benefit of the employer” pursuant to 29 C.F.R. 531.3(d) and could not be passed on to Plaintiff and/or those similarly situated to Plaintiff.

///

1 6. Since the late 1990's, the City and the collective bargaining unit for police
2 officers in the City, known as the Oakland Police Officers' Association ("OPOA"), have
3 entered into successive collective bargaining agreements ("CBA") whereby the City and
4 the OPOA agree that should an employee employed as a Police Officer who was originally
5 hired as a POT leave the employment of the City prior to completing five years of service
6 as a Police Officer, the City is entitled to collect up to \$8,000 to "recoup" what the City
7 contends is its "costs" for training the individual at the Oakland Police Academy. A true
8 and correct copy of this reimbursement clause, generally referred to hereinafter as
9 "Appendix A," is attached hereto and labeled, "Exhibit A."

10 7. In addition to setting reimbursement at \$8,000 and authorizing additional
11 "collection fees," incurred in enforcing the "reimbursement" provisions, Appendix A of the
12 CBA ostensibly permits the City to seize the final paycheck of the employee who
13 terminates employment before the specified term set in the CBA. Such funds withheld are
14 then applied to reduce the reimbursement obligation the City claims the Police Officer
15 owes it.

16 8. When a person applies to the City to become a POT, they are required to pass
17 a series of written, physical agility and oral examinations required by POST. If they are
18 successful, the City extends a "*Conditional Offer of Position as a Police Officer Trainee*"
19 ("the Conditional Offer") to the candidate. A true and correct copy of the Conditional Offer
20 is attached hereto and labeled, "Exhibit B." Like Appendix A, the Conditional Offer
21 restates that candidates applying for a position as a POT are required to "reimburse" the
22 City up to \$8,000 plus collection fees should they leave the City's employment within five
23 years after being promoted from a POT to a Police Officer. This amount is reduced by 20
24 percent (20%) each year the employee provides the City services as a Police Officer.

25 ///

26 ///

27 ///

28 ///

1 9. Plaintiff was a successful applicant for the position of a POT with the City.
2 On or about November 3, 2005, Plaintiff received a letter from Oakland Police Lieutenant,
3 Michael Johnson advising her that she had been a successful candidate, and that she would
4 be required to sign the Conditional Offer to be considered for hiring as a POT by the City.
5 On November 5, 2005, Plaintiff signed the Conditional Offer. On November 28, 2005, the
6 City hired Plaintiff as a POT and sent her to the Oakland Police Academy in order for her
7 to complete the POST mandated police academy.

8 10. Plaintiff was not provided the option to go to another POST certified
9 academy despite the fact others exist in the state and, being operated by local community
10 colleges, are offered at less cost than that of the Oakland Police Academy. Further, Plaintiff
11 was not entitled to negotiate the terms of the Conditional Offer's repayment mandate.

12 **(Compensation Paid Plaintiff and Similarly Situated Police Officers by the City)**

13 11. Pursuant to 29 U.S.C. §207(o), the City and the OPOA negotiated to provide
14 the Plaintiff, and those similarly situated, with compensatory time off in lieu of overtime.
15 If this time was not used, it would be paid at the then regular rate of the employee. Further,
16 pursuant to the terms of the CBA, Plaintiff was entitled to receive overtime at the rate of
17 one and one-half times her contractual rate of pay, and overtime was required to be paid
18 for certain specified holidays, including Martin Luther King Day. Pursuant to 29 U.S.C.
19 §207(o)(4)(B), upon Plaintiff's termination, the City would pay Plaintiff her earned
20 compensatory time off calculated at her then regular rate. At the time of Plaintiff's
21 separation, she had accumulated 18.75 hours of unused compensatory time off. (See,
22 "Exhibit E")

23 12. On June 2, 2006, following her graduation from the Oakland Police
24 Academy, the City promoted the Plaintiff from a position of a POT to that of a Police
25 Officer. The City then paid Plaintiff, and those similarly situated, \$33.25 per hour for a total
26 weekly compensation of \$1,330.00 per week. (See, "Exhibit C") However, by operation
27 of Appendix A and/or the Conditional Offer, the City then held a claim for "training cost
28 reimbursement" in the amount of \$8,000 against this weekly wage.

1 13. During Plaintiff's entire tenure of employment with the City, in no single
2 work week did Plaintiff, nor anyone similarly situated, earn more than \$2,000.00.

3 14. In the final work week Plaintiff worked for the City, the Plaintiff worked two
4 eight hour days, one being January 21, 2008, Martin Luther King Day, a holiday paid at
5 time and one-half rate. Plaintiff was compensated in the amount of 20 hours at \$37.8025
6 per hour, or \$756.05. The week prior, the Plaintiff had worked forty hours at the same rate
7 of pay for a total compensation of \$1,512.09. Over these two weeks, the City paid Plaintiff
8 an educational incentive in the total amount of \$117.33, consequently raising the earnings
9 of the Plaintiff in each work week by one-half thereof, or \$58.67/\$58.66. Thus, Plaintiff
10 earned \$814.72 for her final work week, and \$1,570.76 the week before. (See, "Exhibit D")

11 **(The Recovery of Training Costs Against Plaintiff and Those Similarly Situated)**

12 15. The Plaintiff resigned from the employment of the City on January 25, 2008.
13 Immediately, the City withheld both her vacation accrual pay check (\$1,295.57) and her
14 compensatory time off accrual check (\$654.77). Plaintiff is not certain if these amounts are
15 gross or net amounts since she was never provided a copy of these checks by the City. The
16 City applied these withheld funds in partial satisfaction of the \$6,400 training
17 reimbursement claim it held against Plaintiff consistent with Appendix A and the
18 Conditional Offer.

19 16. On January 25, 2008, Peter D. Fitzsimmons, Manager, Fiscal Services
20 Division for the City notified Plaintiff by letter that the City was entitled to recover from
21 Plaintiff training reimbursement in the amount of eighty percent (80%) of the \$8,000
22 training costs stipulated in Appendix A and the Conditional Offer, or \$6,400.00. (See,
23 "Exhibit E"). Mr. Fitzsimmons further advised Plaintiff that the City was also seeking
24 payment of \$339.46 as un-earned but paid out uniform allowance.¹

25 _____
26 ¹ This complaint does not challenge the recovery of any pro-rated uniform
27 allowance that was actually paid out to Plaintiff. Further, due to an apparent miscalculation
28 by the City of sums its claims it was due, the uniform allowance does not materially alter
the calculations made herein.

3. For a declaration that the portion of Appendix A of the CBA to the extent said CBA ostensibly authorizes the City to withhold the compensatory time off wages of the plaintiff, and those similarly situated, is a violation of the 29 U.S.C. 207(o)(4)(B),
4. For prejudgment interest thereon, and
7. For reasonable attorneys fees and costs of suit, and
8. For such further relief as this Court may deem proper.

Respectfully submitted,

August 26, 2008

/s/

JON WEBSTER
Attorney for Plaintiff
COURTNEY GORDON

EXHIBIT A

APPENDIX A

UNIT PT BENEFITS/EXCLUSIONS

The City of Oakland, hereinafter referred to as "City", and the Oakland Police Officers' Association, hereinafter referred to as "OPOA", hereby agree that the provisions of this Memorandum of Understanding which apply to employees in Unit PT are as follows:

Preamble

Article I - General Provisions - Entire Article.

Article II - Direct Pay for Services.

A. Salary Persons employed as Police Officer Trainees will receive a salary that is ten percent (10%) less than the base salary attached to the entry level, A salary step for Police Officers on the PERS retirement system.

E. Overtime. Police Officer Trainees shall receive overtime in accordance with the provisions of the Fair Labor Standards Act. Accordingly, overtime shall be paid on all hours worked over one hundred and seventy-one (171) in the established twenty-eight (28) day work period. All overtime shall be paid in cash.

Article IV Insurance Programs

A. Insurance Programs.

1. Health Insurance.

2. Dental Insurance.

4. Life Insurance.

Article V Leaves and Holidays

C. Leaves of Absence.

D. Family Death Leave.

1. Definition of Immediate Family.

2. Entitlement.

Upon Approval of the department head or his/her designated representative, a Police Officer Trainee may be granted family death leave without pay up to an amount not to exceed five (5) working days.

ARTICLE VI ALLOWANCES

A Uniform Allowance.

1. Initial Uniform Allowance.
2. Annual Uniform Allowance.

Article VII - Self Improvement Incentive. Nothing shall apply.

Article VIII - Special Provisions. Nothing shall apply.

Article IX - Grievance Procedure. Entire Article.

Article X - Resolution - Full Understanding - Non-Nullification and Duration. Entire Article.

Deferred Compensation.

In addition, City and the OPOA, in accordance with Treasury Regulations, Section 31.3121 (b) (7), hereby agree to adopt a deferred compensation plan for employees in Representation Unit T; such plan to be in accordance with the guidelines set forth in Internal Revenue Code Section 457. Under this plan, the City will contribute 3.75% of each participating employee's wages including overtime to a deferred compensation plan administered by Great Western Savings and referred to by the administrator as an "Index Account". Each participating employee will contribute an equivalent 3.75% of "wages", as that term is described above. An employee will be immediately one hundred percent (100.0%) vested as to all contributions made on his/her behalf, whether by the employee or by the City.

Police Office Trainee Training Costs. The parties recognize that in the past a substantial number of persons have accepted the benefit of training at the Oakland Police Academy and then have voluntarily separated from service to join other safety agencies or have decided for personal reasons that police work is not their preference. The purpose of this provision is to insure that the recruit either accept a commitment of service to the City or be responsible for costs associated with Academy training. Thus the parties agree that any member who,

EXHIBIT B

OAKLAND POLICE DEPARTMENT

CONDITIONAL OFFER OF POSITION AS A POLICE OFFICER TRAINEE

Candidate: Gordon, Courtney

Social Security Number: -7660

The City of Oakland Police Department hereby notifies you that you have been selected for a position as a Police Officer Trainee, subject to the following conditions: You must pass the required psychological test(s), medical examination(s), the remainder of the background investigation, and accept the training reimbursement provisions as specified below.

Reimbursement provisions: You may be required to reimburse the City of Oakland for training expenses. Reimbursement would be required in the event you voluntarily terminate your employment with the Oakland Police Department, according to the following schedule:

Before the end of year 1 - 100% repayment of \$8,000.

Before the end of year 2 - 80% repayment of \$8,000.

Before the end of year 3 - 60% repayment of \$8,000.

Before the end of year 4 - 40% repayment of \$8,000.

Before the end of year 5 - 20% repayment of \$8,000.

Additionally: Police Officer Trainees shall be required, on or before the first day of employment, to reside within a geographic emergency zone that allows quick response from home to work. Individuals selected for hire will be required to certify and verify by declaration, under the penalty of perjury and risk of removal from consideration for employment, their knowledge of and compliance with this City of Oakland policy. (A list of the cities within the established residency zone is enclosed for your information.) Your signature acknowledges your understanding of this policy and your intention to comply with its provisions.

CONDITIONAL OFFER OF POSITION AS A POLICE OFFICER TRAINEE

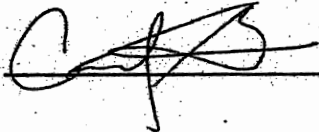
Candidate: Gordon, Courtney

Social Security Number: -7660

Please advise whether you accept this conditional offer.

- ☒ Yes, I accept this offer, and understand the conditions which attach to it.
- ☐ No, I am no longer interested in the position of Police Officer Trainee.

Signature:



Date: 11/5/05

Print Name:

Gordon

Courtney

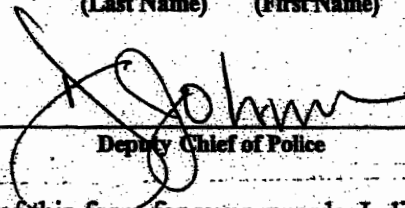
E

(Last Name)

(First Name)

(Middle Initial)

Signature:


Deputy Chief of Police

Date:

8 Nov 05

Keep one copy of this form for your records. Indicate your response, then sign the form and return the signed original within 7 working days of receipt. Failure to return the form will be considered a rejection of this offer and will result in your removal from further consideration for the position of Police Officer Trainee. Return the original to:

Personnel Section Commander
455 - 7th Street, Room 514
Oakland, California 94607

If you have questions, please contact the Recruiting and Background Investigations Unit Supervisor at (510) 238-3339.

EXHIBIT C

Courtney E. Gordon

Employee No. 16039

Pay Period End Date 30-JUN-2006

SSN

XXX-XX-7660

Advice Date 06-JUL-2006

Earnings	Hours	Rate	Current	YTD	Deductions	Current	YTD
OTSX OPD Swm	1.00	49.88	49.88	139.62	FIT	533.94	5923.27
Reg Sworn	80.00	33.25	2660.16	3856.68	MEDICARE	41.71	521.45
Shift Pay 3P	80.00	2.08	166.32	315.92	(CA) SIT	174.39	1850.32
ML Meal Allo	1.00	9.25	9.25	9.25	OPOA LT Disab	0.00	45.00
Imputed Life	0.00	0.00	0.44	0.88	OPOA Widow Orph	0.00	5.00
					Union Due OPOA	0.00	435.04
Totals	Hours		Current	Year-to-Date			
Gross Pay			2886.05	35971.66			
Pre Tax Dedn			0.00	1190.81			
Tax Dedn			750.04	8295.04			
Other Dedn			0.00	485.04			
Net Pay			2135.57	25999.89			

Information Elements	Current	YTD	Information Elements	Current	YTD	Leave Balances	Hours
Authorize LWOP	0	0	Holiday Vacation Accrual	0	0	Comp Time	4.50
Comp Time Holiday Earned	0	0	Maternity LWOP	0	0	Comp Day	0.00
CTC Comp Time Court Eame	0	0	Military LWOP	0	0	Vacation	30.00
CTE Comp Time Earned	0	0	OCD Court Deferred OT	0	0	Settlement Leave	0.00
CTF CT Earned Straight	0	0	SLV Sick LWOP	0	0	Sick Leave	0.00
DCAP Reimburse CV	0	0	STW Shift Trade Worked	0	0	Floating Holiday	0.00
DCAP Reimburse PY	0	0	SNP Suspension LWOP	0	0	Management Leave	0.00
Deferred OT OPOA Payout	0	0	UNP Unauthorized LWOP	0	0	Special Recognition Leave	0.00
Family Care LWOP	0	0	VTN Voluntary LWOP	0	0	Special Supervisors Leave	0.00
Family Death LWOP	0	0	LVI Workers Comp LWOP	0	0	Executive Vacation Leave	0.00
FMLA LWOP	0	0	CCB CT Court NonSworn	0	0	Extra Vacation Day	0.00
HCT Comp Time Hol Straigh	0	0				Deferred OPOA OT	0.00
						Accumulators	
						Annual Hours Worked	1143.50
						Fiscal Year Hours	85.50
						Life To Date Hours	1264.50

CITY OF OAKLAND
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612

Deposit *Two thousand one hundred thirty five and 57/100 Dollars*

To the

Account of Courtney E. Gordon

Checking Account XXXXXX2794 2135.57

ADVICE DATE

06-JUL-2006

*****\$2,135.57

VOIDNON-NEGOTIABLE***VOID**

THIS IS NOT A CHECK

EXHIBIT D

Courtney E. Gordon

Employee No. 16039

Pay Period End Date 25-JAN-2008

SSN

XXX-XX-7660

Advice Date 31-JAN-2008

Earnings	Hours	Rate	Current	YTD	Deductions	Current	YTD
Reg Sworn	48.00	34.92	1676.20	4469.88	FIT	253.06	2200.21
IN2 Educ PER	0.00	0.00	117.33	340.83	MEDICARE	34.59	197.81
Shift Pay 1s	60.00	2.88	172.90	633.86	SIT	66.71	700.91
HDP Holiday	12.00	34.92	419.05	1117.47	Blue Shield	0.00	62.21
					Deferred Comp	596.15	1788.41
					OPOA LT Disab	0.00	7.51
					OPOA Life	36.00	108.01
					OPOA Widow Orph	5.00	10.01
					Parking OPOA	10.00	20.01
					Union Due OPOA	114.19	228.31

Totals	Hours	Current	Year-to-Date
Gross Pay		2385.48	13688.50
Pre Tax Dedn		596.15	1788.45
Tax Dedn		354.36	3098.93
Other Dedn		165.19	436.14
Net Pay		1269.78	8364.98

Information Elements	Current	YTD	Information Elements	Current	YTD
Authorize LWOP	0	0	Holiday Vacation Accrual	0	0
Comp Time Holiday Earned	0	0	Maternity LWOP	0	0
CTC Comp Time Court Earne	0	0	Military LWOP	0	0
CTE Comp Time Earned	0	0	OCD Court Deferred OT	0	0
CTR CT Earned Straight	0	0	SLV Sick LWOP	0	0
DCAP Reimburse CY	0	0	STW Shift Trade Worked	0	0
DCAP Reimburse PY	0	0	SNP Suspension LWOP	0	0
Deferred OT OPOA Payout	0	0	UNP Unauthorized LWOP	0	0
Family Care LWOP	0	0	VTN Voluntary LWOP	0	0
Family Death LWOP	0	0	LV1 Workers Comp LWOP	0	0
FMLA LWOP	0	0	CCB CT Court NonSworn	0	0
HCT Comp Time Hol Straigh	0	0			

Leave Balances	Hours
Comp Time	26.75
Comp Day	0.00
Vacation	150.00
Settlement Leave	0.00
Sick Leave	0.00
Floating Holiday	0.00
Management Leave	0.00
Special Recognition Leave	0.00
Special Supervisors Leave	0.00
Executive Vacation Leave	0.00
Extra Vacation Day	0.00
Deferred OPOA OT	0.00

Accumulators	Hours
Annual Hours Worked	159.00
Fiscal Year Hours	1181.75
Life To Date Hours	4799.25

CITY OF OAKLAND
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612

ADVICE DATE 31-JAN-2008

Deposit *One thousand two hundred sixty nine and 78/100 Dollars*

*****\$1,269.78

To the

Account of Courtney E. Gordon

Checking Account XXXXXX2794 1269.78

VOIDNON-NEGOTIABLE***VOID

THIS IS NOT A CHECK

EXHIBIT E

CITY OF OAKLAND



POLICE ADMINISTRATION BUILDING • 455 - 7TH STREET • OAKLAND, CALIFORNIA 94607-3985

Police Department

Telephone Device for the Deaf (510) 777-3333

Patrol Desk (510) 238-3455

Fax (510) 238-2251

January 25, 2008

Courtney Gordon

, CA 94501

Re: City of Oakland
Police Services Agency
Payroll Adjustment

Dear Mr. Gordon:

A reconciliation of your final leave balances has revealed a balance due to the City of Oakland Police Services Agency as follows:

<u>Leave Type</u>	<u>Hours</u>	<u>Amount Due</u>
Vacation	<37.10>	\$<1,295.57>
Training Costs		\$ 6,400.00
Compensatory Time	<18.75>	\$ <654.77>
Uniform Allowance (prorated)		\$ <u>339.46</u>

Total Due the City of Oakland**\$ 4,789.12**

Vacation. Pursuant to General Order D3, which states that vacation accrued in the year of separation must be prorated, your prorated accrual entitlement based upon your service period as a Police Officer was 197.10. You were paid 160.00 leaving a balance of 37.10 hours.

Training Costs. Pursuant to the Acceptance Agreement signed by you and the schedule set forth in Appendix A of the Memorandum of Understanding, you are required to reimburse the City for the training costs in the amount of \$6,400 (80% of \$8,000).

Courtney Gordon

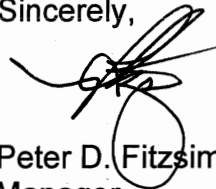
Page 2

Compensatory Time. Your balance at the time of separation was 26.75; however, pursuant to Article V, Section G of the Memorandum of Understanding, the annual "compday" award of 8 hours must revert back to the City leaving a balance of 18.75 hours.

Uniform Allowance. Pursuant to Article VI, Section A.2 of the Memorandum of Understanding, the uniform allowance is to be prorated.

Please remit the balance due on or before February 29, 2008. If you have any questions regarding this matter, please me at (510) 238-3288.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Fitzsimmons", with a large circular flourish at the end.

Peter D. Fitzsimmons
Manager
Fiscal Services Division

cc: Jeanne Jew, Accountant III

Courtney E. Gordon (16039)
Leave Balance Reconciliation
Resignation: 01/22/08
Date: 01-15-08

PS169 Hire date: 11/28/05 (7 months)
 PS168 PO Hire date: 06/02/06 (1 Yr, 4 months)
 Vacation days per year = 15
 Rep Unit: OPOA PP1

Vacation

PPE	Earned	Used	Balance	Per Oracle	Diff	Notes
16-Dec-05	70.00	40.00	30.00			Priorated Vacation
15-Dec-06	120.00	120.00	30.00			
14-Dec-07	120.00		150.00	150.00		
11-Jan-08	120.00		37.10			
25-Jan-08	(112.90)					
Total	160.000					

Vac Balance per Oracle PPE 01-11-08	150.000
Adjustment - proration	(112.90)

Prorated Vacation -

Accrual 120 hours annually. Entitled to 22 days for calendar year 2008 = $(120/12/31 \times 22) = 7.10$ hours
Adjustment to the leave balance = $(120 - 7.10) = 112.9$ hours

Prorated Uniform Allowance - \$770 per fiscal year or \$64.17 per month

Refund to the City (770 - 430.54) = **\$339.46**

Other
Training Costs -

Per MOU, Appendix A. Employees resigning from the position with less than two year's service is responsible for reimbursing the City for training costs. Amount owed = 80% of \$8,000 or \$6,400.

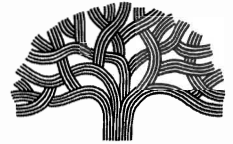
Comptime

PPE	Earned	Used	Balance	Per Oracle	Diff	Notes
16-Dec-05						
15-Dec-06			-			
14-Dec-07	316.75	190.00	126.75			
11-Jan-08		100.00	26.75	26.75		Complime Buyback
25-Jan-08						

Complime Balance per Oracle PPE 01-11-08	26,750
Adjustment - proration	-

EXHIBIT F

CITY OF OAKLAND



LIONEL J. WILSON BUILDING • 150 FRANK H. OGAWA PLAZA, SUITE 5342 • OAKLAND, CA 94612-2093

Finance and Management Agency
Citywide Collections

(510) 238-7317
FAX (510) 238-6431
TDD (510) 238-3254

March 7, 2008

COLLECTION NOTICE

Courtney Gordon

94501

Re: Account # M179390

Dear: Ms. Gordon

After unsuccessful attempts by the City of Oakland Police Department to secure remittance for the above referenced account, the matter has been referred to Citywide Collections Department. A description of your account follows: Ex-employee owes City for prorated uniform allowance and raining costs per MOU and General Order

Vacation-	< \$1,295.57 >
Training Costs	\$6,400.00
Uniform Allowance	\$339.46 (prorated)
Compensatory Time	< \$654.77 >
Collection fee-	\$834.28

We urge you to forward remittance of \$5,268.03 by March 21, 2008 via cashiers check or credit card promptly to **City of Oakland, Citywide Collections, 150 Frank Ogawa Plaza, Ste. 5342 Oakland, CA 94612**, please reference your account number on your payment. If you would prefer to come in and make payment arrangements, you will find the procedures for requesting a promissory note enclosed with this letter. **If you do not respond to this letter by March 21, 2008 the City will initiate legal action against you.**

If you have any questions regarding this matter, please call Ms. Thurston in the Citywide Collections Department at (510) 238-7035.

Sincerely,


S. Thurston
Collection Officer

CREDIT CARD AUTHORIZATION

CREDIT CARD: Type _____ Visa _____ MasterCard

Credit card number: _____ Expiration Date: _____

Amount: _____ Security Code (3 digit) _____

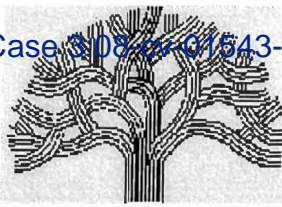
Name as it appears on card: _____

Address: _____

Authorized Signature: _____

I authorized the City of Oakland to charge the credit card listed above for the amount listed above, regarding the account listed within this letter.

PLEASE FAX LETTER AND AUTHORIZATION TO (510) 238-6431



**CITY OF OAKLAND
CENTRAL COLLECTION SECTION**

PLEASE READ CAREFULLY BEFORE REQUESTING A PROMISSORY NOTE

PROMISSORY NOTE PROCEDURES EXCLUDING PARKING CITATIONS

DEBTORS MUST PROVIDE THE FOLLOWING ITEMS:

- Down Payment – down payment may be paid by cash, cashiers check, money order, debit card w/ VISA or MasterCard logo, VISA, MasterCard or Discover
- *No personal checks are accepted for the down payment;**
- Authentic document from referring section
- Valid Driver's License or CA ID;
- Social Security Card and/or Tax ID # ;
- Current tax return and/or current employment information and most recent check stub: and three month bank statements

◆ FEE - \$100.00 PROMISSORY NOTE ADMINISTRATION FEE IS ADDED TO TOTAL LIABILITY

IF PROMISSORY NOTE IS DEFAULTED, A COLLECTION FEE OF \$150.00 OR 10%, WHICHEVER IS GREATER, WILL BE ASSESSED ON THE UNPAID BALANCE AND COLLECTION ACTION WILL BE TAKEN IMMEDIATELY.

PROMISSORY NOTES ARE ISSUED AS A COURTESY AT THE DISCRETION OF THE CITY. FAILURE TO MAKE PAYMENTS AS AGREED MAY RESULT IN ACTION IN SMALL CLAIMS COURT, REPORTING TO A CREDIT BUREAU, AS WELL AS LEVYING YOUR ASSETS.

Please bring the required documents to City of Oakland, Central Collections Sections, 150 Frank H. Ogawa Plaza, 5th Fl. If you have any questions, please call (510) 238-7035

EXHIBIT G

05833 11-24
Office AU # 1210(8)

OFFICIAL CHECK

Purchaser: COURTNEY E GORDON
Purchaser Account: 1002692794
Operator I.D.: cu017847 cu017847

SERIAL #: 0583302558
ACCOUNT#:

PAY TO THE ORDER OF ***CITY OF OAKLAND***

May 29, 2008

Five thousand two hundred sixty-eight dollars and 03 cents

\$5,268.03

WELLS FARGO & COMPANY ISSUER
420 MONTGOMERY STREET
SAN FRANCISCO, CA 94163
PAYABLE AT WELLS FARGO BANK, N.A.
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE, AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 5,268.03

NON-NEGOTIABLE

Purchaser Copy

FB-004 MA203 07325679

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

05833 11-24
Office AU # 1210(8)
Operator I.D.: cu017847 cu017847

OFFICIAL CHECK

0583302558

PAY TO THE ORDER OF ***CITY OF OAKLAND***

May 29, 2008

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FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 5,268.03

CONTROLER

Richard Tury

Paid under protest reserving all legal remedy.

⑈0583302558⑈ ⑆121000248⑆4861 505345⑈

EXHIBIT H



City of Oakland
CASH RECEIPT

Cash Receipt Number
927985

☐ CASH
☒ CHECK - *CASHIER*
☐ CREDIT CARD
☐ DIRECT DEPOSIT
☐ LOCK BOX
☐ WIRE TRANSFER

DIRECT CASH CREDITS

GORDON, COURTNEY

ITEM	PAYER / DESCRIPTION	CHECK #	FUND	ORG	ACCOUNT	PROJECT	PROG	AMOUNT
1	M000179390 - C. FEE		10100	08441	43333	C. FEE		478.91
2	C - Police Personnel		10100	08441	46718	PM1		4,789.12
3								
4								
5								
SUBTOTAL								5,268.03

ITEM SUPPLEMENTAL INFORMATION (REFERENCE DATE, NAME, LOCATION, ADDRESS, EVENT)

PAID IN FULL - Aug 29, 2008

ACCOUNTS RECEIVABLE

ITEM	CUSTOMER NAME	CHECK #	CUSTOMER NUMBER	INVOICE NUMBER	AMOUNT
1					
2					
3					
4					
5					
SUBTOTAL					
TOTAL					5,268.03

Cynthia Coultas

RECEIVING DEPARTMENT

J. Gillespie 05/29/08

RECEIVED BY AND DATE